

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
ALEXANDRIA DIVISION**

CURNIS WALKER
Plaintiff

DOCKET NO. _____

VERSUS

JUDGE DRELL

**THE LINCOLN NATIONAL LIFE
INSURANCE COMPANY**
Defendant

MAGISTRATE JUDGE PEREZ-MONTES

COMPLAINT

The Complaint of **CURNIS WALKER**, a citizen and resident of the Parish of Avoyelles, State of Louisiana, respectfully represents that:

I.

Made defendant herein is **THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**, a foreign insurance corporation, authorized to do and doing business in the State of Louisiana, whose agent for service of process is the Hon. Tom Schedler, Secretary of State, State of Louisiana.

II.

This action arises under the Employment Retirement Income Security Act ("ERISA"), Title 29 U.S.C. § 1001, et seq., particularly 29 U.S.C. §1132(a)(1)(B).

III.

The venue of this action is properly placed in the Western District of Louisiana pursuant to 28 U.S.C. §1391(b) and 29 U.S.C. §1132(e)(2).

IV.

Plaintiff shows that he became disabled as a result of degenerative disc conditions in the lumbar area of his back while working for eighteen (18) years as an electric lineman erector for Pike Enterprises, Inc. ("Pike") in September of 2012.

V.

Plaintiff received short-term and long-term disability benefits from defendant from 2012 through March of 2015 in the amount of \$1,088.00 by virtue of a group disability policy defendant had with plaintiff's former employer, Pike.

VI.

Plaintiff shows that while he was receiving disability benefits from defendant, he applied for and was approved for Social Security disability benefits in the amount of \$1,512.00 which benefits he applied for pursuant to defendant's requirement and instructions in order for plaintiff to continue receiving his disability benefits.

VII.

On or about December 17, 2014, plaintiff was advised by defendant that his long-term disability benefits were being terminated on March 10, 2015 as a result of his failure to satisfy the applicable definition of total disability contained in defendant's group policy.

VIII.

Plaintiff has been diagnosed as having the following disabling medical conditions:

- a) severe low back pain;

- b) lumbar radiculopathy;
- c) lumbar myofascial pain
- d) spondylosis - severe neural foraminal narrowing at L3-L4, L4-L5 and L5-S1;
- e) pain and restrictive motion of the left hip; and
- f) left leg radiculitis.

IX.

Plaintiff appealed defendant's decision to terminate his benefits by submitting additional medical information and, on November 2, 2015, defendant finally denied plaintiff's claim and has refused to pay plaintiff any further benefits under its policy to which plaintiff alleges he is entitled to for his continuing disability up to the present time.

X.

In addition, defendant has also refused to accept additional evidence of disability submitted by plaintiff after November 2, 2015.

XI.

Plaintiff seeks a judgment for the long-term disability benefits owed under defendant's policy as set forth above, together with reasonable attorney fees, pre-judgment legal interest and costs, as well as other remedies as may be provided by law.

XII.

Plaintiff also seeks a declaratory judgment that he is an eligible participant under defendant's group policy and is entitled to receive monthly disability benefits

from the defendant in the future for as long as his disabling medical condition continues.

WHEREFORE, PLAINTIFF PRAYS:

1. That defendant be served with and duly cited with a copy of this Complaint;
2. That after all legal delays have elapsed and due proceedings had, there be judgment rendered herein in favor of plaintiff, **CURNIS WALKER**, and against defendant, **THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**, for all amounts legally due and owing under the above described policy of disability insurance issued by defendant and for all other damages by law and for reasonable attorney fees, together with pre-judgment legal interest on all amounts from the appropriate date;
3. That a Declaratory Judgment be entered against defendant ruling that plaintiff is an eligible participant under defendant's group policy and is entitled to receive monthly disability benefits from defendant in the future for as long as his disabling medical conditions continue; and
4. For all costs of these proceedings and for full, general and equitable relief.

Respectfully submitted:

BROUSSARD, HALCOMB & VIZZIER

By: _____s/Daniel E. Broussard, Jr. _____
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